THE LABOUR COURT OF SOUTH AFRICA

/

In the matter between -

Tshitad fiston Tshingombe

(First Applicant)

(Second Applicant)

And

Nogada Security

(First Respondent)

(Second Respondent)

Ccma /commissioner arbitra ,

Case No: JR2461/15

ARGUMENTS close

/

---

[1] introduction : on view notifiction haed argument over stay and reading judgement appeal to leave case award rescission ruling and no granted ,no pay settlement agreement ,no cosideration answered affidavit , case submission send copy occurred report prof service, prof submission claim booking message copy , attemp in the court labour review and ccma variation award ruling close independent sasseta ,psira labour traffic control, and the reason judgement give over stay chamber decission confirm dismissal arbitral ccma counsilat barganing and no take futhure point focuse , set down set notice , no annotation record transcription digital audio, abscent applicant, and respondent condonation review applicaton lra, factor offense , factor copy affidavit index, Review submission a STATEMENT OF CLAIM (Rule 6) Number assigned by registrar of Labour Court

[2]. fact .PRACTICE MANUAL
OF THE
LABOUR COURT OF SOUTH AFRICA
This directive comes into effect from 2 April 2013. 2

INDEX PAGE

CONTENTS

1. Introduction 4

2. Application of Practice Manual 4 - 5

3. Definitions 5

4. Compliance with the manual 5

5. Court term and recess 5

6. Dress code 5 - 7

7. Mode of address and introduction 7

8. Court sittings 7

9. Format of legal process 7

10. Referral in terms of Rule 6 8

10.1 Default judgment 8

10.2 Case management 9

10.3 Interlocutory applications 10

10.4 Pre-trial conferences and set downs 10 - 13

10.5 Pagination, index, binding and general preparation 14 - 15

10.6 Bundles of documents prepared for trial 15

10.7 Practice note 15 - 16

10.8 Roll-call 16 - 17

10.9 Continuous roll 17

10.10 Part-heard matters 17 - 18
3

10.11 Settlement agreements and draft orders 18
11. Motion proceedings (excluding urgent matters) 19
11.1 Case management 19

11.2 Application to review awards and rulings 19 - 21

11.3 Applications for winding up of Trade Unions or Employers‟ Organisations 21 - 22

11.4 Filing of answering and replying affidavits 22

11.5 Index, pagination, binding and general preparation 22 - 23

11.6 Heads of argument 23 - 24

11.7 Postponements 24 - 25

11.8 Practice note in motion proceedings 25 - 26
12. Urgent matters 26 - 29

13. Contempt of Court 29 - 30

14. General provisions 30
14.1 Service 30 - 31

14.2 Settlement 31 - 32

14.3 Noting judgment 32

14.4 Striking matters off the roll 32

14.5 Ex tempore judgments 33
15. Application for leave to appeal 33

16. Archiving files 33 - 34

17. Pro bono exemption 34

18. Pro- Forma documents 35 - 39

This practice manual is modelled on similar manuals that apply in variThe practice manual is not a substitute for the Rules of the Labour Court. It is concerned mainly with how the Rules of Court are applied in the daily functioning of the court. The manual tells representatives and litigants how things are done in this court, and what is expected of them. By their nature, the provisions of the manual call for flexibility in their application where this is required to promote their purpose.

Filing of answering and replying affidavits
11.4.1If the respondent has delivered a notice of intention to oppose but fails to deliver an answering affidavit within the prescribed time limit, the registrar must at the request of the applicant, enrol the application on the opposed motion roll and serve a notice of set down to all parties. Filing of answering and replying affidavits
11.4.1If the respondent has delivered a notice of intention to oppose but fails to deliver an answering affidavit within the prescribed time limit, the registrar must at the request of the applicant, enrol the application on the opposed motion roll and serve a notice of set down to all parties. **11.5 Index, binding of papers and pagination**
11.5.1 Neither the indexing nor pagination of the file or the filing of heads of argument is a pre-condition to any application being set down for hearing, but prior to the hearing of any application (including unopposed applications if the application consists of an excess of 50 pages), the applicant must deliver a complete index of all documentation before the court for the determination of the applicatioHeads of Argument
11.6.1 In unopposed motions, at the applicant‟s request, the registrar will set down an unopposed motion on an unopposed motion roll to be heard by the judge presiding in motion court. The filing of heads of argument is not a precondition for the setting down of a matter, and heads need not be filed unless the judge hearing the application directs that heads should be filed.
11.6.2 In opposed motions, unless otherwise stated in the notice of set-down, the applicant must deliver heads of argument at least 15 days prior to the hearing of an 24

opposed application. The heads of argument must be clear, succinct and without unnecessary elaboration.

11.6.3 Each point should be numbered and be stated as concisely as the nature of the case allows and must be followed by a reference to the record or an authority in support of the point, without any lengthy quotations from the record or authorities.

11.6.4 Unless otherwise stated in the notice of set-down, at least seven days prior to the hearing of an opposed application, the respondent(s) must deliver heads of argument. If the applicant has failed to file heads of argument, the respondent must in any event file its heads within the above time limit. Failure to file heads may not lead to the matter not being heard by the Court.

11.6.5 In cases where a party for whatever reason fails, neglects or refuses to file heads timeously, the court may make a punitive costs order against the defaulting party and may in certain circumstances strike the matter from the roll.

11.6.6 Where a party is able to do so, heads of argument should in addition to being delivered in terms of the Rules, be sent by email to the following address: LabourCourts@justice.gov.za. The heads must indicate, above the heading of the matter, the date on which the matter has been set down to be heard, if it is so set down.

11.6.7 A judge hearing an opposed application may at any time direct that all or any of the parties file supplementary heads of argument.

11.6.8 The failure by one party to file heads of argument shall not be a basis upon which the other litigating party would be entitled to the postponement of the hearing, and is shall remain up to the presiding judge to determine how the matter shall be conducted in such event.

15. APPLICATIONS FOR LEAVE TO APPEAL

15.1 A copy of any application for leave to appeal filed in terms of Rule 30 must also be served on the secretary to the judge from whom leave to appeal is sought. If the judge‟s secretary is not available, it may be served on the secretary of any other judge in the seat where the matter was heard.

15.2 Within 10 days of the filing of the application for leave to appeal, the party seeking leave must file its submissions in terms of Rule 30(3A) and the party opposing the leave must file its submissions five days thereafter. An application for leave to appeal will be decided by the judge in Chambers on the basis of the submissions filed in terms of Rule 30 (3A), unless the judge directs that the application be heard in open court.

15.3 An application for leave to appeal must be filed with the registrar in charge of appeals.

16. ARCHIVING FILES

16.1 In spite of any other provision in this manual, the Registrar will archive a file in the following circumstances:

in the case of an application in terms of Rule 7 or Rule 7A, when a period of six months has elapsed without any steps taken by the applicant from the date of filing the application, or the date of the last process filed;

in the case of referrals in terms of Rule 6, when a period of six months has elapsed from the date of delivery of a statement of case without any steps taken by the referring party from the date on which the
34

statement of claim was filed, or the date on which the last process was filed; and

when a party fails to comply with a direction issued by a judge within the stipulated time limit.

16.2 A party to a dispute in which the file has been archived may submit an application, on affidavit, for the retrieval of the file, on notice to all other parties to the dispute. The provisions of Rule 7 will apply to an application brought in terms of this provision.
16.3 Where a file has been placed in archives, it shall have the same consequences as to further conduct by any respondent party as to the matter having been dismissed.
17. PRO BONO EXEMPTION
In matters where one or both of the parties are represented by practitioners acting pro bono, a judge may grant an exemption from the full or partial application of the relevant portions of this manual, including issuing directives regarding inter alia the preparation of the record, indexing and pagination of the papers and the conduct of pre-trial conferences, as well as the need to file heads of argument.
endsFORM "A"
APPLICATION FOR DEFAULT JUDGEMENT
IN THE LABOUR COURT OF SOUTH AFRICA
HELD IN JOHANNESBURG / CAPE TOWN / DURBAN / PORT ELIZABETH
Case no.....
In the matter between
…… Applicant
and
…… Respondent
APPLICATION FO DEFAULT JUDGMENT
[1] The referral having being duly served on the Respondent.
[2] The time for giving notice to oppose the referral having expired on .....
[3].The respondent has not given notice to oppose the matter.
[4].The applicant hereby applies for judgment by default against the respondent as claimed in the referral.
[5] An affidavit in support of this application is filed herewith marked „A".
Dated this ……. day of …… 20……

_____
Sign
Name and address of ……
Applicant/Applicants" representative……
Telephone/fax no./ e-mail address…… 36

Affidavit

_____

I the undersigned (full names)_____do hereby make oath and state:

1. I am the applicant in the matter and the facts contained herein are within my own knowledge and to the best of my belief true and correct. 2. I hereby confirm the correctness of the facts averred in my statement of case and the relief sought and further confirm that service of the statement of case has been properly affected as provided in the rules of this Court upon the respondent. 3. At the time of my dismissal my gross remuneration was the sum of R___ per month. Since my dismissal I have been employed as from _date/s_____. I have earned a total amount of R_____ from the date of my dismissal to the date of signing this affidavit. 4. I seek the relief as prayed for in my statement of case.

_____ Applicant

Signed and sworn before me on this day of 201 the deponent having declared that he knew and understood the contents of the affidavit, that he had no objection to taking the oath, considered the oath binding on his conscience and utter the words “so help me God”

_____ Commissioner of Oaths (Stamp) 37

FORM B

Usual Heading

TAKE NOTICE that an application will be made on 10 May 2012 for an order in the following terms:

(i) that the respondent be placed under provisional liquidation and in the hands of the Master of the High Court;

(ii) that a rule nisi is issued, calling upon all interested parties to appear and show cause, if any, to this Honourable Court on at 10 am or so soon as the matter may be heard why a final order of liquidation should not be granted, and why the costs of this application should not be costs in the liquidation;

(iii) that of , failing him a person nominated by the Master of the High Court, be appointed liquidator to wind up the respondents‟ estate on such terms and conditions as the Master deems appropriate;

(iv) that the Registrar of the Labour Court alternatively the Master of the High Court determine the liquidator‟s fees for winding up the respondent.

(v) Service of this order should be affected:

(a) by the Sheriff on the respondent at its registered office; being ….;

(b) by the Sheriff placing a copy of this order on the notice board or a prominent place within the respondents premises which is accessible to all its staff and members visiting it;

(c) by prepaid registered post to all businesses [who are members, (where the respondent is an employers‟ organisation), or where the respondent has members (where the respondent is a trade union)]

(vi) publication in the Times Newspaper. 38

TAKE NOTICE further that the affidavit of John Jones will be used in support of the application.

To: Registrar Labour Court

To: Registrar

To: Respondent 39

Supporting affidavit

Affidavit

Other than the allegations necessary to obtain a winding up order the following must be included:

Mr Peter Shabalala of XYZ Trustees, an experienced practitioner in winding up of liquidated businesses, has agreed to take up the appointment as liquidator to wind up the respondent as can be seen from the letter forwarded by him annexed hereto marked "A"

That I have provided security to the satisfaction of the Master of the High Court to proceed with the application as can be seen in the document annexed hereto marked "B"

RULES OF THE LABOUR COURT: FORM 3
1
FORM 3
THE LABOUR COURT OF SOUTH AFRICA
SUBPOENA
Case No. ……
……
In the matter between-
……
……Applicant
and
……
……Respondent
To the sheriff:
INFORM-
(1)
(2)
(State names, occupation, and place of business or residence)
(3)
(4)
that each of them is required to appear in pe
rson before this court at ……
……
on the …… day of ……20……. at ……(time) and to remain in attendance until excu
sed by
the court, in order to testify on behalf of the app
licant/respondent in regard to all matters within their
knowledge relating to an action pending in
the court in which the applicant claims-
(1) …… (2) ……
(3)…… from the respondent;
AND INFORM them that they are further required to bring with them and to produce to the court
……
……
……
…… (here
describe accurately each document, boo
k or other thing to be produced)
AND INFORM each of the above persons that they sh

ould on no account neglect to comply with this subpoena as they may render themselves liable to a fine, or to imprisonment.
Signed and dated at .....
.....
..... this ...
....
..... day of .....
.....
.....
20
.....
.....
.....
.....
Registrar of the Labour Court
.....
Applicant's/Respondent's Attorney

[3]. Fact ....CLOSING ARGUMENTS IN DEFENCE OF

February ..

1. Introduction. No anotation

The Allegation of Dishonesty, no annotaion

Overview of the issues at stake , no anotation abuse in out court report

Assessment of the evidence led by the prosecution that explicitly accused ccma commissioner

Does the evidence show that ccma , has in fact made statements that proved to be unfounded and untrue

The allegation of disclosure of confidential information or breach of duty of good faith

Is there evidence that ccm .leaked the Report of the Task Team Dealing with Management and Related Issues

conclusion

RULES OF THE LABOUR COURT: FORM 2
1
FORM 2
THE LABOUR COURT OF SOUTH AFRICA
STATEMENT OF CLAIM
(Rule 6)
Number assigned by registrar of Labour Court
(See Form 1)1
In the matter between-
.....
.....
(First Applicant)
.....
.....
(Second Applicant)
(if necessary)
and
.....
.....
(First Respondent)
.....
.....
(Second Respondent)
(if necessary)
STATEMENT OF CASE
1. The ..... applicant will accept notices and
(specify first, second, third, etc)
service of all documents in this matter at the following address:
.....
.....
.....
Fax No. ..... Telephone No. .....

2. If a party intends opposing the matter, the response must be delivered within 14 days of
service of this statement in terms of subrule 6(3) of the Rules of the Labour Court, failing which the
matter may be heard in that party's absence and an order for costs may be made against that party.
RULES OF THE LABOUR COURT: FORM 2
2
Details of the parties
3. The .....
applicant is
(specify applicant)2
.....
(description of applicant)
having the address stated in paragraph ..... above.
4. The .....
applicant is
(specify applicant)
.....
(description of applicant)
having the address stated in paragraph ..... above.
5. The .....
respondent is
(specify respondent)3
.....
(description of respondent)
having the following address:
.....
.....
.....
Fax No. ..... Telephone No. .....
6. The .....
respondent is
(specify respondent)
.....
(description of respondent)
Having the following address:
.....
.....
.....
Fax No. ..... Telephone No. .....
RULES OF THE LABOUR COURT: FORM 2
3
7. Statement of the facts that will be relied on to establish the applicant's claim4

.....
.....
.....
.....
.....
.....
.....
.....

8. The legal issues that arise from the above facts5

.....
.....
.....
.....
.....
.....
.....
.....

9. Relief sought6

.....
.....
.....
.....

10. Schedule of documents7

Attached is a schedule of documents, marked 'Annexure .....', which are material and
relevant to the issue.

Signed and dated at ..... this ..... day of .....20.....

.....

Applicant or duly authorised representative8

(Surname and initials .....)

IN THE EDUCATION LABOUR RELATIONS COUNCIL	**DATE: 29 MAY 2015**	**APPLICANT**
CASE NO: PSES627---09/10	**In the matter between**	**and**
	H. JANSSEN	**THE DEPARTMENT OF EDUCATION – KWA---ZULU NATAL**
		RESPONDENT

INCLUDING THE ELRC RESPONDENT MR. (Arbitrator of 1st ARB) RESPONDENT THE MEC FOR EDUCATION KWA---ZULU NATAL RESPONDENT CLOSING ARGUMENT I, Helge Janssen, APPLICANT state the following: COMMON OBJECTIVES of the CONSTITUTION and LABOUR LAW. (Read out to the court) Sections taken from the Labour Relations Act 1995. (pages 570-3 of my bundle left with Mr. (2nd Arbitrator). 1. Any democratically elected government operates within the constitution. It is charged with acting, whatever the specific policies follow, to advance constitutional goals and within procedures that ensure that those goals are realised. It cannot pursue private objectives or irregular activities inconsistent with those purposes, which it is charged to

CLOSING ARGUMENTS IN DEFENCE OF

Closing Arguments: 10 Keys to a Powerful Summation

By Dennis S. Ellis and Adam M. Reich – September 18, 2013

An effective closing argument may turn a closely contested trial in your favor. It can move jurors who are on the fence to your side or, more likely, provide jurors in your corner with the ammunition necessary to turn the voting your way during deliberations. Because closing argument is your last chance to talk to the jury and make a positive

impression before ceding control to 12 strangers—admittedly a tough task for even the least narcissistic trial lawyer—you must not squander this opportunity. To maximize the effectiveness of your closing argument, consider the following approaches.

1. Prepare the outline of your closing argument before your opening statement. Do not wait until the end of trial to start preparing your closing argument. Begin drafting your closing argument even before you prepare your opening statement. This will help you develop the themes of your case and present unified, easy-to-follow arguments throughout the trial. Conceptualize three to five "ultimate conclusions" that you want the jury to reach. At the end of your opening statement, ask the jury three to five corresponding questions that will lead to your desired conclusions. When it is time to close, repeat those three to five questions and argue that the jury must reach the "ultimate conclusions" that you desire.

2. Condense your argument. A lengthy trial is not license for an interminable rehash of everything the jury witnessed. Like a conclusion in a brief, your closing argument should present a concise summary of your argument and state your desired relief. Again, consider condensing your entire case into three to five "ultimate conclusions." Marshal the evidence and summarize how it supports these conclusions.

3. Employ a three-act structure. Organize the closing argument like a screenplay; your closing argument should have a beginning, a middle, and an end. The beginning should identify the initial conflict. Talk about the parties and begin developing the key characters. In the middle, present the evidence in a favorable light, and show how the conflict was the opposing party's fault. This should be done whether you represent the plaintiff or the defendant. If you represent the defendant, do not just argue that the plaintiff did not prove his or her case. Instead, convince the jurors that the plaintiff is responsible for his or her own failures or those of the parties.

4. Know which points to emphasize. Be selective about what you emphasize during closing argument. Emphasize that "now we know who the characters really are." Remind the jury of the questions posed during your opening statement and emphasize the key evidence that leads to the desired "ultimate conclusions." Emphasize that the point of trial is the search for truth and that your marshaling of the facts and evidence points to only one possible conclusion, i.e., the one favorable to your client.

5. Do not ignore problems. It is foolhardy to ignore problems or bad facts. Do not act like an ostrich with its head in the sand; identify and explain away problems for your case. But, remember that while you need an answer for bad facts, it is important that you do not spend too much time with such subject matter because it may cause the jury to attach undue importance to such information.

6. Use the evidence. Trials tend to involve testimony from more than one witness and more than one exhibit. Use whatever evidence was presented at trial to your advantage. Do not paraphrase documents or reference witness statements; instead, quote them, and display them on an overhead projector, an easel, or a chalkboard. Highlight for the jury the key points of the trial and give favorable jurors the material that they need to win arguments during jury deliberations. Use the actual admitted evidence to lend credibility to your closing argument; a passing reference to what "the evidence has shown" may cause the jury to question the accuracy of your statements.

7. Cast yourself as a steward, not an advocate. Convince the jury that despite serving as the attorney for one side, you are merely a steward of the facts who is searching for the truth. If at the end of your closing argument the jury believes that you presented evidence as objectively as possible and told the truth rather than pursued a contrived agenda, you are more likely to receive a favorable verdict. One way to encourage a neutral impression is to refrain from "tit-for-tat" arguments. Present your own view of the facts without expressly referring to your opponent's viewpoints or theories.

8. Identify integral jury instructions and discuss any special verdict form. It is important to highlight key jury instructions during your closing argument. In particular, focus on any burdens of proof or persuasion mentioned. At the same time that you are discussing jury instructions, you also should discuss any special verdict form and show the jury precisely how they should fill it out. Sometimes, when trying to apply the facts to the law, jurors may conclude that your recitation of the facts does not support the legal verdict. Help the jurors in this respect by meticulously applying the facts to the law they are charged to follow.

9. Do not read your closing argument. Your closing argument should be fluid and somewhat conversational. The jury needs to perceive you as loose, confident, and convincing. If you read your closing argument from a podium, jurors are not likely to form a strong bond with you and your client. They may distrust you, find you too rigid,

or simply tune you out. To avoid this, do not read your closing argument; rather, be spontaneous and engaging.

10. Conclude with a memorable phrase, sentence, or anecdote. Conclude your opening with a memorable phrase or anecdote. Remind the jury not just of the important role that they play in the legal system and the impact that their verdict will have on your client, but also the message that any verdict will send to our society as a whole. Plaintiffs want their jurors to be agreeable, so implore all members of the jury to consider the viewpoints of their fellow jurors, as the collective will of the panel is more important than individual beliefs. Defendants want their jurors to feel empowered. Remind them that their individual voices must be heard. Acknowledge that it is humbling to entrust 12 strangers with the fate of your client, but that you are confident the facts you have presented will lead them to conclude in your client's favor. Finally, leave the jury with a phrase, sentence, or anecdote that they will remember when they go to deliberate; perhaps a historic quote or something that they can rely on when considering the case. For example, "Facts are stubborn things; and whatever may be our wishes, our inclinations, or the dictates of our passion, they cannot alter the state of facts and evidence." John Adams, Closing Argument in Defense of the Solders in the Boston Massacre Trials (Dec. 1770).

Keywords: litigation, young lawyer, closing argument, jury, evidence, verdict

rticle View

The Labour Court Rules and Practice Manual

14/06/2017

Section 159 of the Labour Relations Act, 66 of 1995 makes provision for the establishment of a Rules Board.

By: Jan Norval

The Board is vested with the power to make rules regulating the conduct of proceedings in the Labour Court. The first rules board for the Labour Court was established in 1996, and the Rules for the Labour Court were promulgated during October of the same year. The Rules of the Labour Court form an essential part of its functioning, as they constitute a refinement of the legal process, provide guidance to practitioners has to how to conduct litigation and promote the speedy resolution of

disputes. Given the changing circumstances in which the Labour Court functions it is important that the Rules be amended or supplemented to meet these new circumstances. This has not occurred. The last amendment to the Rules was promulgated in August 2001. For over fifteen years, the rules have not been amended or updated. The lack of up to date rules in the Labour Court has meant that the Court has struggled to keep up to date with amendments to the LRA, particularly the latest round of amendments which includes the right of appeal to the Labour Court from discrimination arbitrations.

Due to the inability of the Labour Court Rules to keep pace with developments in labour law, a Practice Manual was compiled by the Court. It came into force during April 2013, with its primary purpose being to assist in case management. The Practice Manual states that it does not supersede the Labour Court Rules, but rather is there to assist in the interpretation of the Rules. The introduction also states that the Practice Manual does not bind judges; however should a litigant not comply with the Practice Manual, an appropriate cost order can be made against that litigant.

Decisions of the Labour Court have, however, dealt with the legal status of the Practice Manual and emphasised the importance of adhering to its provisions. A few instances of where the importance of adherence to the Practice Manual has been highlighted are discussed below.

Failure to file a record within 60 days

Rule 7A of the Rules of the Labour Court regulates the procedure to be followed if a person wishes to approach the Labour Court to review and set aside an award of a CCMA arbitrator. Rule 7A(5) states that the Registrar of the Labour Court must make available to the applicant seeking to review the award the record of the arbitration proceedings. If the arbitration proceedings have been recorded these recordings constitute the record of the proceedings. The applicant must transcribe the records and provide a copy of this transcript to the Registrar. This requirements often results in delays in finalising the review process.

In order to spur applicants on to deal with this requirement speedily, clause 11.2.3 of the Practice Manual provides that an applicant is deemed to have withdrawn its review application if the transcribed record of the arbitration is not filed within sixty days of the audio record becoming available to the applicant. Further, should all the necessary documents in the review application not be filed within twelve months, the review application will be archived.

The decision in MJRM Transport Services CC v CCMA & others (JR 1171/14 20/09/2016) sets out the Labour Court's view on this aspect of the Practice Manual. In this case MRJM filed the transcribed record eight days late, and applied for condonation. The respondent employee argued that condonation could not be granted because, in terms

of the Practice Manual, MJRM had already been deemed to have withdrawn the review application.

The Court ruled that, in the normal course, if an applicant files the transcribed record outside the sixty day period, the matter would be struck from the roll in order to give the applicant an opportunity to apply for condonation for the late filing and to apply to have the review reinstated. In this case, MJRM had applied for condonation and was granted the condonation. However, the Court held that the matter will continue to be deemed as withdrawn until condonation is granted.

Regarding the status of the Practice Manual, the Labour Court held that the purpose of the Practice Manual is to fill gaps that were not adequately catered for in the Rules and that the provisions of the Practice Manual must be applied with flexibility, but that litigants are still bound by the provisions of the Practice Manual.

What must be taken from this judgment is that, while the Practice Manual creates a situation where the review application is deemed to be withdrawn, this does not mean that the review application can be considered as being dismissed; the opportunity to apply for condonation and the revival of the matter still remains. Further, that adherence to the Practice Manual is expected from litigants.

Another recent Labour Court decision also dealt with the Practice Manual and the failure to file the transcribed record within the sixty day period. In SAMWU obo Nomava Mlalandle v SALGBC & others (PR115/15 02/11/2016) SAMWU was three months late in filing the transcribed record. The Nelson Mandela Bay Metropolitan Municipality, a Respondent, argued that because the review application was deemed to have been withdrawn, the Labour Court could not even consider an application for condonation. The Labour Court followed its approach in MJRM Transport that a condonation application may be brought, and held that the deemed withdrawal would not be a bar to bring a condonation application. However, in the absence of a condonation application and/or an application to reinstate, it would be a "big ask" for the Labour Court to exercise its discretion in such a situation and "willy-nilly" grant an extension.

In short, therefore, if a litigant does not meet the requirement of filing a transcribed record within sixty days, then the litigant will be deemed to have withdrawn its review application and will have to bring a condonation application along with an application for revival. The above cases also indicate that the Labour Court requires strict adherence to the Practice Manual, and that non-adherence requires condonation just as it would in the case of with non -compliance with the Rules.

Incomplete record

Another area of the Practice Manual which has been the source of litigation, has been the clause dealing with incomplete records. Clause 11.2.4 states that if the audio record of an arbitration is of such a poor quality that it cannot be transcribed, the applicant

may approach the Judge President of the Labour Court to give direction on how to proceed with the review, which may include that the record be reconstructed or that the matter be remitted back for arbitration afresh. The Judge President therefore, in terms of the Practice Manual, has some discretion on how to deal with the matter, although reconstruction and remittance seem to be the primary options available. Nonetheless, there have been differing decisions which have led to some uncertainty on how to deal with incomplete records.

In Boale v National Prosecuting Authority (2003) 24 ILJ 1666 (LC) the Labour Court held that a review may be dismissed where the record is incomplete because the Applicant did not provide a full transcript of the arbitration proceedings. An exception to dismissal was when "the tape cassettes are missing or where the parties are unable to reconstruct the record". InNathaniel v Northern Cleaners Kya Sands (Pty) Ltd and Others (2004) 25 ILJ 1286 (LC) the Court used this exception when it refused to set aside a review application where the parties had gone to great lengths to reconstruct the record, but were unable to do so, relying instead on what had been reconstructed, the documents from the arbitration and the arbitration award itself.

However, in other cases such as Balasana v Motor Bargaining Council and Others (2011) 32 ILJ 297 (LC) the Labour Court has held that the failure to provide a complete record, which is due to the fault of the Commissioner not properly recording proceedings, and where reconstruction is futile, the review should be remitted to the CCMA for a fresh hearing. There are thus approaches favouring remittance and others which do not.

The Constitutional Court in Toyota SA Motors (Pty) Ltd v CCMA & others (CCT228/14 15/12/2015) stated that the issue of missing and incomplete records of arbitrations was a long-standing issue in review applications. Although the Constitutional Court noted the differing case law on the matter, it did not make a decision on what the correct approach would be. The Constitutional Court did seem to favour the remittance of the matter to the CCMA using the Balasana approach.

Regardless, the approach in the Practice Manual still stands, and the Judge Oresident will have a discretion on how to deal with matters in which the audio recording are incomplete including whether reconstruction or remittance will be resorted to. It does, however, seem that, should the fault for the audio recording being incomplete lie with the Commissioner, it is likely that the matter will be remitted. This is once again indicative of the Labour Court's use of the Practice Manual as if it had the status of a Rule, on a subject on which the Rules are silent; this seems to have approval of the Constitutional Court.

Application of the Practice Manual to cases prior to 2 April 2013

The Labour Court last year embarked upon a process of pre-enrolment hearings, during which matters may be allocated a date for a hearing; but during which any preliminary matters or case management issues would also be dealt with before the matter is allocated a date.

At these hearings, in order to explain away any non-adherence to the Practice Manual, litigants would argue that because their matter commenced prior to 2 April 2013, the Practice Manual would not be applicable to their case, and thus there could be no consequence for non-adherence. These arguments were not dealt with favourably at pre-enrolment hearings. It was ruled on a number of occasions that, despite the matter commencing after 2 April 2013, the matter would have to be dealt with in accordance with the Practice Manual from 2 April 2013 onwards.

This attitude reflected in pre-enrolment hearings was also echoed by the Constitutional Court in Toyota, where it was indicated, although not expressly stated so, that even if the Practice Manual came into effect part-way through litigation, Toyota would be expected to adhere to it. This also reflects the importance the Labour Court has placed on adherence to the Practice Manual.

Comment

The above are just a few instances of where the Labour Court has placed heavy emphasis on litigants adhering to the Practice Manual, and that even though the Practice Manual is not binding on the Labour Court, litigants are expected to adhere to the Practice Manual. As with the Rules, should there be non-adherence to the Practice Manual, a condonation application will have to be brought or good cause shown why the Labour Court must exercise flexibility in the application of the Practice Manual. The attitude that the Labour Court has adopted to the Practice Manual and the importance placed upon it, makes sense in the current situation where the Rules have not been updated for over fifteen years. Hopefully, the recent constitution of the Rules Board will result in new Rules being promulgated soon, which might result in a lesser reliance on the Practice Manual. Until such time, litigants should ensure that they meet the requirements of the Practice Manual, as it seems that the Labour Court treats the Practice Manual in a manner similar to the Rules.

Banking Details
Benificary : Digital Audio Recording Transcriptions
Bank: ABSA
Branch: Brooklyn
Acc No: 4077473256
Estimate Cost Projection
VAT : 4550269262
Labour Court
86 Juta Street, Abour Square Building
Braamfontein, 2017
Tel : 011 339 4362

Fax : 086 726 6628
Email : labourcourt@digitalaudio.co.za
Admin Clerk: Klaas Kgopa
Date: 22/03/2017
Ref No: QLAA15781
Client Name : Jjhitadi Fistan Tshingombe
Contact Name : J F Tshingombe
Tel : 062 165 1627
Fax : -
Email : tshingombe520@gmail.com
Billing Address :
Case No: JR2461/15
Parties: Jjhitadi Fistan Tshingombe / Nogada Security
Type:
Our Ref No:
Your Ref No:
Quantity (Pages) Description Unit Price +- Total
+- 15 Urgent (7 working days) R 35.00 R 525.00
+- 15 Urgent (2 Weeks) R 30.00 R 450.00
+- 15 Normal (5-6 Weeks) R 25.00 R 375.00
+- 1 Admin Fee R 250.00 R 250.00
1. Digital Audio is not responsible for the delay caused by the judge to revise the matter.
2. All judgements & sentences must be forwarded to the judge for revisions.
3. Digital Audio cannot guarantee its clients to when they will have the signed judgement back.
4. The rate chosen by the client is only a transcription period, excluding the period which the judge will need in completing the matter.
5. +- Total amount plus an admin fee of R 250 required.
6. Please note that this is just an Estimate Cost unit we get the final number of the pages transcribed.
*** PLEASE NOTE: QUOTE ONLY VALID FOR 7 DAYS**
*** Please Use Our Reference as a Reference for All EFT Payments**
*** PLEASE FAX PROOF OF PAYMENT TO 'Office Fax'**
Please use the office assigned to the quote's fax number.
SUB TOTAL N/A
VAT (14%) N/A
+- Total N/A

jhitadi Fastan Tshingombe / Nogada Security Case No: JR2461/15
Inbox x

Klaas Kgopa
labourcourt@digitalaudio.co.za
via smtpcorp.com

3/22/17

to me

Good afternoon

Attach here it's a quotation of the abovementioned matter for transcription.

Regards

Klaas Kgopa

DIGITAL AUDIO

RECORDING TRANSCRIPTIONS

Telefax : (011) 339 4362

Direct Fax: (086) 726 6628

Email: labourcourt@digitalaudio.co.za

A.
Settlement Statement (HUD-1)
HUD-1
Page 1 of 3
Previous edition are obsolete
B. Type of Loan
J. Summary of Borrower's Transaction
100. Gross Amount Due from Borrower
C. Note:
400. Gross Amount Due to Seller
This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.
401. Contract sales price
106. City/town taxes
to
to
to
to
to
to
to
to
to
to

to
to
406. City/town taxes
203. Existing loan(s) taken subject to
503. Existing loan(s) taken subject to
212. Assessments
512. Assessments
302. Less amounts paid by/for borrower (line 220)
602. Less reductions in amounts due seller (line 520)
(
)
(
)
213.
513.
214.
514.
215.
515.
216.
516.
218.
518.
217.
517.
219.
519.
102. Personal property
101. Contract sales price
402. Personal property
107. County taxes
407. County taxes
204.
504. Payoff of first mortgage loan
103. Settlement charges to borrower (line 1400)
403.
108. Assessments
408. Assessments
205.
505. Payoff of second mortgage loan
104.
404.
109.
409.
206.
506.
201. Deposit or earnest money
501. Excess deposit (see instructions)
210. City/town taxes
510. City/town taxes
105.
1.
D. Name & Address of Borrower:
G. Property Location:
E. Name & Address of Seller:
F. Name & Address of Lender:
I. Settlement Date:
H. Settlement Agent:
Place of Settlement:
2.
3.
FHA
RHS
Conv. Unins.
6. File Number:
7. Loan Number:

8. Mortgage Insurance Case Number:
VA
Conv. Ins.
4.
5.
405.
110.
410.
207.
507.
202. Principal amount of new loan(s)
502. Settlement charges to seller (line 1400)
211. County taxes
511. County taxes
301. Gross amount due from borrower (line 120)
601. Gross amount due to seller (line 420)
111.
411.
208.
508.
112.
412.
209.
509.
120. Gross Amount Due from Borrower
420. Gross Amount Due to Seller
200. Amount Paid by or in Behalf of Borrower
500. Reductions In Amount Due to seller
Adjustments for items unpaid by seller
Adjustments for items unpaid by seller
220. Total Paid by/for Borrower
520. Total Reduction Amount Due Seller
303. Cash
603. Cash
From
To
To Borrower
From Seller
300. Cash at Settlement from/to Borrower
600. Cash at Settlement to/from Seller
Adjustment for items paid by seller in advance
Adjustment for items paid by seller in advance
K. Summary of Seller's Transaction
OMB Approval No. 2502-0265
The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data.
This agency may not
collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number
. No confidentiality is assured; this disclosure
is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.
HUD-1
Page 2 of 3
Previous edition are obsolete
L. Settlement Charges
700. Total Real Estate Broker Fees
800. Items Payable in Connection with Loan
900. Items Required by Lender to be Paid in Advance
1000. Reserves Deposited with Lender
1100. Title Charges
1200. Government Recording and Transfer Charges
1300. Additional Settlement Charges
702. $
to
to

802. Your credit or charge (points) for the specific interest rate chosen
902. Mortgage insurance premium
for months to
1002. Homeowner’s insurance
months @ $
per month $
1102. Settlement or closing fee
1202. Deed $
Mortgage $
Release $
1302.
701. $
801. Our origination charge
901. Daily interest charges from to @ $
/day
1001. Initial deposit for your escrow account
1101. Title services and lender’s title insurance
1201. Government recording charges
1301. Required services that you can shop for
703. Commission paid at settlement
Division of commission (line 700) as follows :
803. Your adjusted origination charges
903. Homeowner’s insurance for
years to
1003. Mortgage insurance
months @ $
per month $
1103. Owner’s title insurance
1203. Transfer taxes
1303.
704.
804. Appraisal fee to
904.
1004. Property Taxes
months @ $
per month $
1104. Lender’s title insurance
1204. City/County tax/stamps
Deed $
Mortgage $
1304.
1005.
months @ $
per month $
1105. Lender’s title policy limit $
1205. State tax/stamps
Deed $
Mortgage $
1305.
1006.
months @ $
per month $
1106. Owner’s title policy limit $
1206.
1007. Aggregate Adjustment
-$
1107. Agent’s portion of the total title insurance premium to
1108. Underwriter’s portion of the total title insurance premium to
1109.
1110.
1111.
805. Credit report to
806. Tax service to
807. Flood certification to
808.
809.

810.
811.
Paid From
Borrower's
Funds at
Settlement
Paid From
Seller's
Funds at
Settlement
$
$
$
$
$
$
1400. Total Settlement Charges (enter on lines
103, Section J and 502, Section K)
(from GFE #1)
(from GFE #3)
(from GFE #2)
(from GFE #3)
(from GFE #10)
(from GFE #4)
(from GFE #3)
(from GFE #11)
(from GFE #9)
(from GFE #5)
(from GFE #7)
(from GFE #8)
(from GFE #6)
(from GFE #A)
(from GFE #3)
(from GFE #3)
$
$
HUD-1
Page 3 of 3
Previous edition are obsolete
Comparison of Good Faith Estimate (GFE) and HUD-1 Charrges
%
$
or
Charges That In Total Cannot Increase More Than 10%
Good Faith Estimate
Good Faith Estimate
Good Faith Estimate
Total
Increase between GFE and HUD-1 Charges
HUD-1
HUD-1
HUD-1
Charges That Cannot Increase
HUD-1 Line Number
Government recording charges
Charges That Can Change
Your initial loan amount is
Loan Terms
Note:
If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.
Daily interest charges
Your initial interest rate is
Initial deposit for your escrow account
Your loan term is
years

No
No
No
No
Property taxes
Homeowner’s insurance
Flood insurance
No
Yes, it can rise to a maximum of
%. The first change will be on
Yes, the first increase can be on
and the monthly amount
Yes, it can rise to a maximum of $
Yes, your maximum prepayment penalty is $
Yes, you have a balloon payment of $
due in years
on .
You do not have a monthly escrow payment for items, such as property taxes and
You have an additional monthly escrow payment of $
that results in a total initial monthly amount owed of $
. This includes
principal, interest, any mortagage insurance and any items checked below:
homeowner’s insurance. You must pay these items directly yourself.
Principal
Interest
Mortgage Insurance
includes
%
Our origination charge
Your credit or charge (points) for the specific interest rate chosen
Your adjusted origination charges
Transfer taxes
Homeowner’s insurance
Your initial monthly amount owed for principal, interest, and any
mortgage insurance is
Can your interest rate rise?
Even if you make payments on time, can your loan balance rise?
Does your loan have a prepayment penalty?
Does your loan have a balloon payment?
Total monthly amount owed including escrow account payments
Even if you make payments on time, can your monthly
amount owed for principal, interest, and mortgage insurance rise?
$
 # 1001
#
 # 1201
 # 901
#
 # 903
#
 # 801
#
#
 # 802
#
#
 # 803
#
#
#
 # 1203
$
/day
$
and can change again every
after

**. Every change date, your
interest rate can increase or decrease by
%. Over the life of the loan, your interest rate is
guaranteed to never be
lower
than
% or
higher
than
%.
owed can rise to $
. The maximum it can ever rise to is $**

CCMA Commissioner Recruitment Process Letter

CCMA Commissioner Recruitment Process Letter

Commissioner Application Form Section A

- News
- Speeches & Presentations
- Events

Vacancies

04

LEVEL B COMMISSIONERS (FULL-TIME AND PART-TIME)

Lusanda posted on 12/4/2017 12:28:00 AM

Purpose of the Job

To conciliate, arbitrate disputes and provide statutory services, in terms of all Labour Legislation to ensure the CCMA provides efficient and effective dispute resolutions, management and prevention services to the labour market.

Key performance areas:

- Conduct Conciliation (includes mediation and facilitation), Arbitration, Con-Arb and *In-limine* hearings
- Complete Case Documentation and Processes
- Draft settlement agreements, arbitration awards and rulings
-

Key requirements:

- Unless a candidate can demonstrate relevant experience of not less than four (4) years in Industrial Relations, Labour Law or conducting conciliations, arbitration and facilitations; a relevant NQF level 6 tertiary qualification (preferably in Labour Law) is required.
- Supported by a relevant tertiary qualification at NQF 6 or above (preferably in Labour Law)
- Good knowledge of Labour Law
- Good knowledge of Conciliation, Arbitration and Mediation processes and principles
- Good Knowledge of the Labour Market and the different factors within
- A valid driver's license
- Computer literacy
- Analysis, problem solving, judgment
- Decision Making
- Resilience
- Listening
- Communication
- Negotiating and Influencing
- Diversity Awareness
- Conflict management
- Diplomacy
- Interpersonal Relations
- Ethics

***Note:** Vacancies for Full-time Level B Commissioners exist in the following Regions:

North West: Rustenburg (Ref. LB-FT-RUST), Klerksdorp(Ref. LB-FT-KD), & Vryberg (Ref. LB-FT-VRY), **Johannesburg** (Ref. LB-FT-JHB), **Ekurhuleni** (Ref. LB-FT-EK), **Tshwane** (Ref. LB-FT-TSHW), **Limpopo** (Ref. LB-FT-PLK), **KwaZulu-Natal** (Ref. LB-FT-DUR), **Northern Cape:** Kimberly (Ref. LB-FT-KIM), **Free State:** Welkom (Ref. LB-FT-WEL), & **Mpumalanga** (Ref. LB-FT-MP)

***Note:** Vacancies for Part-time Level B Commissioners exist in the following Regions:

North West (Ref. LB-PT-RUST), **Johannesburg** (Ref. LB-PT-JHB), **Ekurhuleni** (Ref. LB-PT-EK), **Tshwane** (Ref. LB-PT-TSH), **Limpopo**: Hoedspruit (Ref. LB-PT-Hoed),Lephalale (Ref. LB-PT-LEPH), ThabazimbiRef. LB-PT-THAB),Phalaborwa(Ref. LB-PT-PHAL), **Northern Cape:** Kuruman (Ref. LB-PT-KUR), **Western Cape**(Ref. LB-PT-WC), **East London:** Mthatha (Ref. LB-PT-MTH), **Free State:** Welkom(Ref. LB-PT-WEL)**,** Ladybrand(Ref. LB-PT-LADY)**,** Bethlehem(Harrismith**)** (Ref. LB-PT-BETH-HAR) Bloemfontein (Ref. LB-PT-BLOEM) & **Mpumalanga** (Ref. LB-PT-MP)

NOTE FOR ALL APPLICANTS:

In your application for appointment, kindly ensure that you disclose all relevant material information to assist the panel in considering your application. Please send 1 (one) application form (obtained from www.CCMA.org.za,

Detailed CV, certified copies of qualifications, driver's license & ID document must be included. Failure to complete the form in full or not provide relevant information will automatically disqualify your application.

Applicants must clearly indicate the position/s being applied for in order of preference.

***NOTE: Applicants must clearly indicate the reference number for the position/s they are applying for in order of preference.**

Email: Commrec@CCMA.org.za

***Strictly apply via email.**

Non-adherence to the stated procedures in applying as well as incomplete application will result in the disqualification of the application.

CLOSING DATE: 15 December 2017

N.B INCOMPLETE AND LATE APPLICATIONS WILL AUTOMATICALLY BE DISQUALIFIED.

The EMPLOYMENT EQUITY ACT underpins the CCMA recruitment process and all appointments are made at the sole discretion of the CCMA Governing Body. Women are encouraged to apply.

Advanced preparation on the following statutes is essential as an initial screening assessment will be conducted: LRA, BCEA, EEA.

The CCMA endorsed Labour Dispute Resolution Practice (LDRP) qualification from one of the following CCMA partner universities and possession of such will serve as an advantage:

University	Course name / Title of qualification as used by the University concerned
Nelson Mandela Metropolitan University, Port Elizabeth (Now known as *Nelson Mandela University*)	Post Graduate Diploma in Labour Law Practice
Stellenbosch University: Stellenbosch and Midrand	Certificate Programme in Labour Dispute Resolution Practice
University of the Free State, Bloemfontein	Post Graduate Diploma in Labour Law
University of KwaZulu-Natal, Durban	Post Graduate Diploma in Industrial Relations
University of the Western Cape, Cape Town	Post Graduate Diploma: Labour Dispute Resolution
University of the Witwatersrand, Johannesburg	Labour Dispute Resolution Practice Postgraduate Certificate Course

The CCMA is committed to providing equal opportunities and practicing affirmative action employment. It is our intention to promote representivity (race, gender and disability)

PLEASE NOTE THAT COMMUNICATION WILL ONLY BE LIMITTED TO THE SHORTLISTED CANDIDATES AND SHOULD YOU NOT HEAR FROM US WITHIN 4 MONTHS FROM THE CLOSING DATE CONSIDER YOUR APPLICATION UNSUCCESSFUL.

Categories: | Tags: | View Count: (4027) | Return

fiston tshingombe <tshingombe520@gmail.com> 2:11 PM (22 hours ago)

to **LABOURLAW**, **gasiorowski**, greenalert

---------- Forwarded message ----------
From: **fiston tshingombe** <tshingombe520@gmail.com>
Date: Wed, Aug 8, 2018 at 1:58 PM
Subject: Fwd: Delivery Status Notification (Failure)

The labour dispute system – how it works

Ivan Israelstam

The Labour Relations Act of 1995 (LRA) makes it very easy for employees to challenge alleged unfair dismissals and other unfair practices at private or statutory dispute resolution forums. Such disputes may, by agreement, be dealt with via private (non-statutory) dispute resolution forums such as AMSA, AFSA, Tokiso and others. On the other hand the statutory dispute resolution forums established by the LRA include:

- The dispute resolution arms of bargaining councils (BC) in certain industries including, for example, the metal and engineering, motor, public service and chemical industries.
- The Commission for Conciliation, Mediation and Arbitration (CCMA) for those industries that do not have their own bargaining councils (e.g. retail, IT, security, financial services and others)
- The Labour Court
- The Labour Appeal Court.

The process is that:

- The aggrieved employee must start off by completing a dispute referral form and lodge it with the relevant BC or with the CCMA.
- A conciliation meeting is set up where a mediator is appointed to attempt to facilitate an out-of-court settlement.
- If this is successful the employer and employee sign a contract setting out the terms of their settlement agreement and the matter is then closed.
- If conciliation fails to resolve the dispute the employee may refer it to the next level which, depending on the nature of the dispute, will either be an arbitration tribunal (similar to a junior court) or to the Labour Court (the more senior dispute resolution forum). The matter will go to the Labour Court instead of to arbitration if the dispute relates to matters such as multiple retrenchment, strike dismissals or automatically unfair dismissals. The arbitration or Labour Court hearing would normally take place at a later date.
- Alternatively, the CCMA may set the matter down as a con/arb. In such a case, unless one of the parties objects, the arbitration would take place immediately that conciliation fails.
- At arbitration or Labour Court the arbitrator or judge hears evidence from the employer and employee and decides whether the dismissal or other act was fair or not.
- Once an arbitrator has communicated his/her decision to the parties either of them may, if dissatisfied, apply for a review at the Labour Court. For example, should either party have evidence that the arbitrator accepted a bribe, was biased, ignored relevant evidence, refused to listen to relevant evidence, assisted the other party unduly or otherwise acted wrongly, it may apply to the Labour Court to set aside the arbitrator’s decision.

- Any decision of the Labour Court may be referred to the Labour Appeal Court and could be referred even higher to the Supreme Court of Appeal and to the Constitutional Court as occurred in the case of Sidumo vs Rustenburg Platinum Mines Ltd.

When a dismissal dispute is referred to arbitration or Labour Court the employee only has to prove that he/she was, in fact, dismissed. Then the employer has to prove that the dismissal was both procedurally and substantively fair. And the employer normally has to provide such proof before hearing the employee's evidence as to why he/she has alleged that the dismissal was unfair.

This means that the employer is assumed guilty of unfair dismissal until it proves itself innocent; but also has to present its case first. Thus the employer is in a seriously disadvantaged position.

At conciliation the employee may be represented only by himself/herself or by a union official. The employer may represent itself or be represented by an official of an employer's organisation.

At arbitration lawyers may be allowed if:

- The dispute is not a matter of misconduct or incapacity OR

- The arbitrator allows lawyers due to the legal complexity of the matter or to 'uneven playing fields'.

Employers are therefore advised to join registered employersorganisations in order to avoid the uncertainty of being allowed representation.

Ivan Israelstam is the Chief Executive of Labour Law Management Consulting. He may be contacted on (011) 888-7944 or 082 852 2973 or on e-mail address: , www.labourlawadvice.co.za

Mail Delivery Subsystem 2:11 PM (22 hours ago)

to me

Final-Recipient: rfc822; greenalert@greengazette.co.za
Action: failed
Status: 5.0.0
Remote-MTA: dns; greengazette.co.za. (69.16.246.46, the server for the domain greengazette.co.za.)
Diagnostic-Code: smtp; 550 Requested action not taken: mailbox unavailable or not local.
Last-Attempt-Date: Wed, 08 Aug 2018 05:11:55 -0700 (PDT)

---------- Forwarded message ----------
From: fiston tshingombe <tshingombe520@gmail.com>
To: LABOURLAW@cinet.co.za, greenalert@greengazette.co.za, gasiorowski@iso.org
Cc:
Bcc:
Date: Wed, 8 Aug 2018 14:11:53 +0200
Subject: Fwd: Delivery Status Notification (Failure)
---------- Forwarded message ----------
From: fiston tshingombe <tshingombe520@gmail.com>
Date: Wed, Aug 8, 2018 at 1:58 PM
Subject: Fwd: Delivery Status Notification (Failure)
To: theodoretshingombe@yahoo.com, theodoretshingombe@yahoo.fr, TSHINGOMBETSHITADI@yahoo.fr, TSHINGOMBEKB@gmail.com, info@iafricatranscriptions.co.za, info@nogada.co.za, info@laboursmart.co.za, info@intec.edu.za

---------- Forwarded message ----------
From: Mail Delivery Subsystem <mailer-daemon@googlemail.com>
Date: Wed, Aug 8, 2018 at 1:43 PM
Subject: Delivery Status Notification (Failure)
To: tshingombe520@gmail.com

[image: Error Icon]
Message too large
Your message couldn't be delivered to *Labourcourts@justice.gov.za* because it exceeds the size limit. Try reducing the message size and resending.
The response from the remote server was:

552 5.3.4 Message size exceeds fixed limit

Final-Recipient: rfc822; Labourcourts@justice.gov.za
Action: failed
Status: 5.3.4
Remote-MTA: dns; mail3.justice.gov.za. (196.15.235.161, the server for the domain justice.gov.za.)
Diagnostic-Code: smtp; 552 5.3.4 Message size exceeds fixed limit
Last-Attempt-Date: Wed, 08 Aug 2018 04:43:15 -0700 (PDT)

---------- Forwarded message ----------
From: fiston tshingombe <tshingombe520@gmail.com>
To: Labourcourts@justice.gov.za, labour.helpdesk@mmelaholdings.net, Labour Department South Africa <webmaster@labour.gov.za>, RPandy@judiciary.org.za, lebot@ccma.org.co.za, TSHINGOMBEKB@gmail.com
Cc:
Bcc:
Date: Wed, 8 Aug 2018 13:42:57 +0200
Subject: Fwd: Delivery Status Notification (Failure)

---------- Forwarded message ----------
From: Mail Delivery Subsystem <mailer-daemon@googlemail.com>
Date: Mon, Aug 6, 2018 at 1:15 PM
Subject: Delivery Status Notification (Failure)
To: tshingombe520@gmail.com

[image: Error Icon]
Message not delivered
There was a problem delivering your message to
*restitution2018@ruraldevelopment
----- Message truncated ----- *

CCMA Commissioner Recruitment Process Letter

CCMA Commissioner Recruitment Process Letter
<https://www.ccma.org.za/Portals/0/Comm%20Recruitment%20Process%20Letter.pdf>

Commissioner Application Form Section A
<https://www.ccma.org.za/LinkClick.aspx?fileticket=484XA1_dbsk%3d&tabid=107&portalid=0&mid=809>

- News <https://www.ccma.org.za/Media/CategoryID/5>
- Speeches & Presentations <https://www.ccma.org.za/Media/CategoryID/6>
- Events <https://www.ccma.org.za/Media/CategoryID/18>

Vacancies
04
LEVEL B COMMISSIONERS (FULL-TIME AND PART-TIME) Lusanda
<https://www.ccma.org.za/About-Us/Careers/Author/6> posted on 12/4/2017 12:28:00 AM

Purpose of the Job

To conciliate, arbitrate disputes and provide statutory services, in terms of all Labour Legislation to ensure the CCMA provides efficient and effective dispute resolutions, management and prevention services to the labour market.

Key performance areas:

- Conduct Conciliation (includes mediation and facilitation), Arbitration, Con-Arb and *In-limine* hearings

- Complete Case Documentation and Processes
- Draft settlement agreements, arbitration awards and rulings

-

to me, **FRAUD**, **BRNaidoo**, **Bids**, **Communist-Univ.**, **aadriaanse**, **dfqeas**, **ewalletpro**, **gauteng.m**, **greenalert**, **quota.reports**, **tradeleadbulle.**, **traffic**, **UofR**, ho

Awareness Raising

Key requirements:

Awareness raising on workplace rights and use of the law is carried out through community radio sessions, Izimbizo meetings and road shows.

Good day

All corners of South Africa are reached in this manner with priority placed on empowering unorganised workers and small businesses.

- Unless a candidate can demonstrate relevant experience of not less than four (4) years in Industrial Relations, Labour Law or conducting conciliations, arbitration and facilitations; a relevant NQF level 6 tertiary qualification (preferably in Labour Law) is required.

---------- Forwarded message ---------

Promoting Social Dialogue

From: <shop@scmaorganize>

Date: Tue, Jul 31, 2018 at 1:07 PM

Subject: The form submitted by you has been received.

To: TSHINGOMBE1520@gmail.com

- Supported by a relevant tertiary qualification at NQF 6 or

The above information has been received.

- Good knowledge of Labour Law

Thank you for getting in touch, we will respond to you shortly.

- Good knowledge of Conciliation, Arbitration and Mediation processes and principles

Promoting social dialogue amongst social partners on topical issues is carried out through inter alia labour law compliance visits, user forum meetings, seminars and other events.

User forum meetings provide a platform for the exchange of information, ideas and experiences on the effective running of the CCMA. Updates on CCMA developments are also given.

Good day

----- Message truncated -----

fiston tshingombe Jul 31 (9 days ago)

Facilitating the streamlining and effective use of CCMA dispute resolution processes

tfshingombe52@gmail.com

The form submitted by you has been received .

Programmes

This activity is conducted through the promotion of compliance with and appropriate usage of CCMA dispute resolution processes.

CCMA OUTREACH SERVICES

An important aspect is the conducting of user trends analyses, where a specific trade union or employer's use of the CCMA is analysed, a presentation made of the outcomes and identified problem areas discussed.

The CCMA's Dispute Management & Prevention Department offers a range of support services to trade unionists, advice officers, managers and workers.

Improvement and Transformation of Workplace Relations Jul 31 (9 days ago)

IMPROVEMENT AND TRANSFORMATION OF WORKPLACE RELATIONS

Thank you for getting in touch, we will respond to you shortly.

via sendgrid.net

From small beginnings involving a few workshops, these services now deliver a multitude of activities each year, reaching communities all over South Africa.

This initiative focuses on the workplace and includes the following support services:

The focus of the services is on capacity building, information sharing, awareness-raising and problem solving.

Building Workplace Relations

The CCMA welcomes you to make use of these services, which are described overleaf.

The focus of this service is on building relations in the workplace between all role players involved.

BWR interventions are intended to assist parties to clarify the nature of the relations wanted and then to design and implement systems to achieve this.

BWR is therefore a customised process designed to assist labour and management to develop the kind of workplace relations appropriate to their needs and interests.

BWR processes are facilitated by trained members of a CCMA BWR panel.

Managing Conflict in the Workplace

The purpose of this training course, which takes the form of a workshop and a project thereafter, is to empower participants to effectively manage conflict both at an individual and organisational level.

Participants will learn about the nature of conflict, the path that conflict follows and the different aspects of conflict. This is followed by an exploration of how to manage and resolve conflict.

Overall, the course will provide participants with specific conflict resolution skills which can be used at home, in the workplace and in the community.

Managing Discipline in the Workplace

This course takes the form of a morning presentation or a one or two day workshop. It is designed